

STATE OF NEW YORK - EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES
CORNING TOWER BUILDING
GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242

NOTICE OF CONTRACT AWARD

GROUP NUMBER AND COMMODITY: 38221 - MOBILE SATELITTE COMMUNCATIONS EQUIPMENT

CONTRACT PERIOD: December 1, 1997 to November 30, 1999

**NOTICE OF CONTRACT AWARD for
INVITATION FOR BIDS NUMBER:** 3207-G

BIDS OPENED: October 28, 1997

PURCHASE REQUEST NO.: 8208-T

SPECIFICATION REFERENCE: As Incorporated in the Invitation for Bids

DATE ISSUED: December 11, 1997

ADDRESS INQUIRIES TO:

STATE AGENCIES AND CONTRACTORS

Anthony J. Pazzola
Specification Writer
518-474-7101
E-MAIL: Anthony.Pazzola@ogs.state.ny.us

NON-STATE AGENCIES

Judy Gibbons
518-474-6717
E-MAIL: Judy.Gibbons@ogs.state.ny.us

VISIT OUR WEB SITE AT: <http://www.ogs.state.ny.us>

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED. IDENT. #</u>
P052831	AMERICAN MOBILE SATELITTE CORP. 10802 Park Ridge Blvd. Reston, VA 22091	800/752-2672 207/967-4600 Greg Sturman FAX 207/967-8509 E-Mail SturmanG@ Skycell.Com	521735106

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

AGENCIES SHOULD NOTIFY THE DIVISION OF PURCHASING PROMPTLY IF THE CONTRACTOR FAILS TO MEET THE DELIVERY TERMS OF THIS CONTRACT. DELIVERED ITEMS WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE DIVISION OF PURCHASING.

(continued)

FOR TAX FREE TRANSACTIONS UNDER THE INTERNAL REVENUE CODE, THE NEW YORK STATE
REGISTRATION NUMBER IS **14740026K**.

NOTE TO AGENCY:

The letters SB listed under the Contract Number indicate the contractor is a self-identified small business. Additionally, the letters "MBE" and "WBE" indicate the contractor is a certified Minority owned Business Enterprise and/or Woman-owned Business Enterprise, respectively.

NOTE TO ALL CONTRACT USERS:

The terms and conditions of the solicitation which apply to the award appear at the end of this document. We strongly advise all contract users to familiarize themselves with all terms and conditions before issuing a purchase order.

PRICE:

Price includes all customs duties and charges and is net, F.O.B. destination any point in New York State including delivery inside storeroom door.

MANUFACTURER	MODEL #	DESCRIPTION	STATE PRICE
MITSUBISHI	ST121	Fixed Site Satellite Telephone, Fixed Site High-Gain AU, Transceiver unit, handset w/cradle, AU-TU 20' cable, AC/DC converter, owners manual	\$3,008
MITSUBISHI	STT121C50	Fixed Site Satellite Telephone, Fixed Site High-Gain AU, Transceiver unit, handset w/cradle, AU-TU 50' cable, AC/DC converter owners manual.	\$3,920
MITSUBISHI	ST121C100	Fixed Site Satellite Telephone, Fixed Site High-Gain AU, Transceiver unit, handset w/cradle, AU-TU 100'cable, AC/DC converter owners manual.	\$4,020
MITSUBISHI	ST121C150	Fixed Site Satellite Telephone, Fixed Site High-Gain AU, Transceiver unit, handset w/cradel, AU-TU 150' cable, AC/DC converter owners manual.	\$4,480
MITSUBISHI	ST141	Hihg-Gain Dome, Transceiver unit w/std. Mounting kit, beam steering unit, std. Handset w/cradle, 13" dia. High-gain dome ant. (drill mnt.) w/20 ft. cable and integrated AEU, power cable (20 feet), owners manual.	\$2,890

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MANUFACTURER	MODEL #	DESCRIPTION	STATE PRICE
MITSUBISHI	ST151	Transportable, carrying strap, SZ500A power supply SZ600A cigarette lighter adapter, user manual, battery. (28 lb. Unit)	\$3,598
MITSUBISHI	ST251	5LB Lightweight Transportable, carrying strap Power supply adapter w/battery charger, CarryingCase, Compass, Telephone Handset, Internal NiMH Battery and instruction manual.	\$3,825
MITSUBISHI	ST111	Transceiver unit w/std. Mounting kit, beam steering unit, std. Handset w/cradle, 6.8" dia. Mid-gain dome ant. (drill mnt.) w/18ft. cable and integrated AEU, 20 ft. pwr. Cable, owners manual.	\$2,928
WESTINGHOUSE	F-10001	Fixed Site, Transceiver unit, handset w/cradle & extension Fixed cord, antenna electronics unit, AC pwr supply, dish antenna (36 in./.92M), 100' antenna cable, pole mounting bracket, user manual	\$4,149
WESTINGHOUSE	F-1000S	Fixed Site, Transceiver unit, handset w/cradle & extension cord, antenna electronics unit, AC pwr supply, dish antenna (36 in./.92M), 100' antenna cable pole mounting bracket, user manual.	\$3,916
WESTINGHOUSE	D1000	Mid-Gain Dome, transceiver unit, antenna electronics unit (5ft. TU/AEU cable), dispatch capability with PTT handset, hands-free microphone with extension cable, user's manual, dome antenna with 10' cable.	\$3,836
WESTINGHOUSE	D1000HF	High-Grain Dome, transceiver unit, antenna electronics unit (5ft. TU/AEU cable), dispatch capability with PTT handset, hands-free microphone with extension cable, user's manual, dome antenna with 10' cable.	\$3,906

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ACCESSORIES

MITSUBISHI	SZ300A	PTT Mic. - lighted DTMF	\$356
MITSUBISHI	FZ1283A	External Speaker & Cable	\$ 49
MITSUBISHI	SZ803A	Dome Antenna Unit adhesive Mounting Kit	\$154
MITSUBISHI	70-20000-000	Telular Satellite Interface	\$537
MITSUBISHI	MAG-LB	Large Dome Magnetic Mount (ST141)	\$ 58
MITSUBISHI	MAG-SB	Small Dome Magnetic Mount (ST111)	\$ 58
MITSUBISHI	SZ400A	20 ft. Extension Cable (ST151)	\$ 98
MITSUBISHI	SZ510A	Replacement Battery Pack (ST151)	\$126
MITSUBISHI	SZ600A	Cigarette Lighter Attachment (ST151)	\$ 41
MITSUBISHI	SZ601A	CIGARETTE LIGHTER ADAPTER AND BATTERY CHARGER (ST251)	\$320
MITSUBISHI	SZ511A	Internal NiMH Battery (ST251)	\$204
MITSUBISHI	SZ351A	Junction Box for PTT Mic (ST251)	\$136
MITSUBISHI	AI-CN	Large Nylon Carrying Case (ST251)	\$218
MITSUBISHI	AI-MEOQ-10C	External Extended Life Battery. Zinc Air (ST251)	\$479
WESTINGHOUSE	70-70000-000	Telular Satellite Interface- Westinghouse	\$537
WESTINGHOUSE	EUC-10	Cable (15 ft.) from TU to AEU	\$136
WESTINGHOUSE	FX-10	Telephony Board (installed in transceiver unit)	\$398
WESTINGHOUSE	MAG-LB	Dome Magnetic	\$ 58

INSTALLATION

MITSUBISHI	ST111 ST141	Standard Vehicle Install	\$100/per Hr.
MITSUBISHI	ST121	Fixed Site Install	\$100/per Hr.

SKYCELL SERVICE PRICING

		Telephone Pricing	Dispatch Pricing	Total
MITSUBISHI	ST121	\$25/mo. \$.90/min.	\$44/mo. \$1.15/min.	\$69 mo. plus airtime charges
MITSUBISHI	ST151 ST251	\$25/mo. \$1.49 min.	\$44/mo. \$1.15/min.	\$69/mo. plus airtime charges
MITSUBISHI	ST141 ST111	\$45/mo. \$1.19 min.	\$24/mo. \$1.15/min.	\$69/mo. plus airtime charges

*Dispatch use for 1997 is unlimited for the \$69. There is no per minute charge for dispatch in 1997.

*Dispatch in 1998 will come with a bucket of minutes for \$69. The bucket will consist of 150 minutes per radio pooled. The bucket of minutes will be eaten away at on a per second increment in transmit mode only. Above and beyond your pooled minutes the talkgroup will be billed \$1.15 per min. on a per second increment.

*Data access for any type of unit is \$15 a month plus the per minute telephone charge. The baud rate for all units is 4800.

Manufacturer: Mitsubishi, Westing
Guaranteed Delivery ARO: 7 (calendar days)

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Sales & Installation Facilities

Mid-State Communications
Contact: Scott Corney
185 Clear Road
Oriskany, NY 13424
Phone: (315) 736-3061
FAX: (315) 736-8250

Wells Communications
Contact: Kevin Ryan
221 North Greenbush Rd.
Troy, NY 12180
Phone: (518) 283-2735

Eastern Communications
Contact: Michael Wolf
48-14 36th Street
Long Island City, NY 11101
Phone: (718) 729-2044
FAX: (718) 729-2241

Install Only

Mid-Hudson Communications
Contact: Lee Bonte
PO Box 177
Hopewell Junction, NY 12533
Phone: (914) 221-2862
FAX: (914) 226-1092

Flower City Communications
Contact: Judy VanWuyckhuyse
1848 Lyell Ave.
Rochester, NY 14606
Phone: (716) 458-5350
FAX: (716) 254-1137

Saia Communications
Contact: Mike Saia
100 Stradman Street
Buffalo, NY 14206
Phone: (716) 892-2900

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Division of Purchasing, prior to effectuation.

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CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract items have been delivered in satisfactory condition. Payment will be based on any invoice used in the supplier's normal course of business, however, such invoice must contain sufficient data including but not limited to Contract No., description of material, quantity, unit and price per unit as well as Federal Identification Number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, they are required to make payments directly to the contractor. Prior to processing such payment the contractor may be required to complete the ordering non-State agency's own voucher form.

PUBLIC OFFICERS LAW:

All contractors and contractor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State. In signing the bid, each contractor has guaranteed knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as required by law.

PURCHASE ORDERS:

Purchase are effective and binding upon the contractor when placed in the mail or faxed prior to the termination of the contract to the contractor at the address or facsimile number shown on the schedule award.

ESCALATOR CLAUSE:

Price quoted must be based on the manufacturer's established price list in effect at the time of the bid opening and be firm for the first year of the contract.

The State will consider one price escalation during the second year of the contract and in the event of contract extension, the State will consider one price escalation during the extension period.

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NOTE:

The Percentage Discount from list must remain the same.

DELIVERY:

Delivery is expressed in number of calendar days required to make delivery after receipt of a purchase order.

Commodity is required as soon as possible and guaranteed delivery may be considered in making award.

Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency and, if applicable, from the Office of General Services, Standards and Purchase Group.

QUANTITIES:

The quantities listed are estimated only. However, each contract shall be for the quantities actually ordered during the contract period.

It should be noted that the extension of this contract to political subdivisions and others authorized by law, as indicated in the "Extension of Prices" clause, may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

CONTRACT PERIOD:

It is the intention of the State to enter into a contract for the term as indicated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Notice of Contract Award.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

If mutually agreed between the Standards and Purchase Group and the contractor, the contract may be extended under the same terms and conditions for an additional period not to exceed twelve months.

GUARANTEE:

Contractor guarantees that the equipment is standard new equipment (or re-manufactured to meet new specifications), latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one (1) year. If, during this period, such faults develop, the unit or part affected is to be replaced without any cost to the State including any charges for parts, labor, and transportation.

Where accessories are to be supplied, they must be compatible with the rest of the equipment.

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YEAR 2000 DATE CHANGE WARRANTY:

Contractor shall insure that any Product(s) furnished pursuant to this agreement ("Product" shall include, without limitation: any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein) which performs any date and/or time data recognition function, calculation or sequencing, will support a four digit year format and will provide accurate date/time data and leap year calculations on and after December 31, 1999, at the same level of functionality for which originally acquired without additional cost to the User. This warranty shall survive termination or expiration of the Agreement.

In the event of any decrease in Product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the Product from operating correctly beyond December 31, 1999, Vendor agrees to restore the Product to the same level of functionality as warranted herein, or to repair or replace the Product with a conforming Product so as to minimize interruption to user's ongoing business processes, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions which may be required (including, without limitation data conversion tools) shall be borne exclusively by Vendor. Vendor's Year 2000 fixes or retrofits to existing software provided under this contract may support a four digit year format, or may, in the alternative, provide a patch or workaround which provides the same functionality.

RESERVATION:

The State reserves the right to negotiate lower pricing, or to advertise for bids, any unanticipated excessive purchase. An "unanticipated excessive purchase" is defined as an unexpected order for a contract item(s) totaling more than 20 Units.

EXTENSION OF PRICES

Political subdivisions and others authorized by law may participate in contracts resulting from this bid opening. These include, but are not limited to local governments, public school and fire districts and certain nonpublic/nonprofit organizations.

Upon request, all eligible non-State agencies must furnish contractors with the proper tax exemption certificates.

ASSIGNMENT OF MONIES:

Approval of the Commissioner is not required for the assignment of monies due for contract deliveries. On deliveries made to State agencies, such assignments must be filed by the contractor directly with the Office of the State Comptroller. For political subdivisions and other non State facilities authorized by law to participate in State contracts, the contractor must notify these ordering facilities directly of any assignment of monies due.

Copies of any assignment of monies notification must also be sent by the contractor to the N.Y.S. Office of General Services, Standards & Purchase Group.

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PAYMENTS OF INTEREST:

The payment of interest on certain payments due and owed by a State agency may be made in accordance with the criteria established in Article 11A of New York State Finance Law and the Comptroller's Bulletin No. A-91.

The terms of Article 11A apply only to procurements by and the consequent payment obligations of State agencies. Neither expressly nor by any implication is the new statute applicable to non-State agency purchasers. Nor, of course, is the Office of General Services or the Office of the State Comptroller responsible for payments (see General Specification Clause 69) on any purchases made by a participating political subdivision or other authorized entity.

EXTENSION OF USE:

Any contract resulting from this bid solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead contracting State) and the contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in any resultant contract if such State normally allows participation by such entities.

INSTRUCTION MANUALS:

Simultaneous with delivery of the first component of the equipment or system specified, the contractor(s) shall furnish to the agency a complete instruction manual for the equipment (system) and for each component supplied. The manual shall include complete instructions for unpacking, inspecting, installing, adjusting, aligning, and operating the equipment and the system, together with system layout and interconnection diagrams, schematic and wiring diagrams, comprehensive preventive and corrective maintenance procedures, and complete parts lists, manufacturer's catalog numbers, and ordering information.

REPORT OF CONTRACT PURCHASES:

Contractor shall furnish report of purchases made from contract the fifteenth of the month following the end of each six month period. The reports shall be in the following format:

<u>Item/ SubItem Number</u>	<u>Product Description</u>	<u>Total Quan. Shipped</u>	<u>Total \$ Value</u>
(Size, Stock No., etc.) (To be in Units listed in the Invitation for Bids)			

The report is to be submitted to the Office of General Services, Division of Purchasing, Tower Bldg., Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the award and shall reference the commodity group number, the Invitation for Bids number, contract number, sales period, and contractor's name.

Failure to submit the required report may be cause for disqualification of contractor for future contracts.

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IMPORTANT NOTICE TO BIDDERS/RESULTANT CONTRACTORS AND STATE AGENCIES -
"OGS OR LESS" GUIDELINES APPLY TO THIS CONTRACT:

Purchases of the product(s) included in the Invitation For Bids and related Notice of Contract Award are subject to the "OGS or Less" provisions of Section 163.3.a.v., Article XI, of the New York State Finance Law. This means that State agencies can purchase product(s) from sources other than the contractor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are:

1. lower in price
-and/or-
2. available under terms which are more economically efficient to the State agency (e.g. delivery terms, warranty terms, etc.).

Agencies are reminded that they must provide the State contractor an opportunity to match the non-contract savings at least two business days prior to purchase. In addition, purchases made under "OGS or Less" flexibility must meet all requirements of law including, but not limited to, advertising in the New York State Contract Reporter, prior approval of the Comptroller's Office (currently for transactions in excess of \$10,000) and competitive bidding of requirements exceeding the discretionary bid limit (currently at \$15,000). State agencies should refer to CL-135 dated October 7, 1994 for complete procedural and reporting requirements under the "OGS or Less" Guidelines.

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**Office of General Services
Standards and Purchase
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or commodity, please make copies as needed. This office will use the information provided to take any necessary actions. **If necessary, a copy of this form should be provided to the product end user.**

Contractor: _____ **Contract No.** _____

Commodity provided (please identify): _____

	Excellent	Good	Acceptable	Unacceptable
• Commodity meets your needs				
• Commodity meets contract specifications				
• Pricing				

Contractor

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

(over)

Agency: _____

Prepared by: _____

Address: _____

Title: _____

Date: _____

Phone: _____

E-mail: _____

Please detach or photocopy this form & return by fax (518/) or mail to:

The Purchasing Officer listed on the front of this contract
OGS Standards and Purchase
Corning 2nd Tower
Empire State Plaza
Albany, New York 12242

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